



DISTRICT COURT OF MARYLAND FOR

Prince George's County

LOCATED AT (COURT ADDRESS)

14735 Main Street
Upper Marlboro, MD 20772

CASE NO.

COMPLAINT/APPLICATION AND AFFIDAVIT

IN SUPPORT OF JUDGMENT

 \$5,000 or under over \$5,000

Clerk: Please docket this case in an action of contract tort replevin
 detinue bad faith insurance claim consumer debt (original creditor)
 The particulars of this case are:

See attached ORIGINAL COMPLAINT AND JURY DEMAND, adopted and incorporated herein.

PARTIES

Plaintiff
JOE JOHNSON
POST OFFICE BOX 441572
FORT WASHINGTON, MD 20749

VS.

Defendant(s)

1.
AMERICREDIT FINANCIAL SERVICES
SERVE: CSC-LAWYERS INC. SVC. CO.
7 SAINT PAUL STREET SUITE 820
BALTIMORE, MD 21202

Serve by:
 Certified
 Mail
 Private
 Process
 Constable
 Sheriff

2.
FLAGSHIP CREDIT ACCEPTANCE, LLC
SERVE: CSC-LAWYERS INC. SVC. CO.
7 SAINT PAUL STREET SUITE 820
BALTIMORE, MD 21202

Serve by:
 Certified
 Mail
 Private
 Process
 Constable
 Sheriff

3.
NORTH STATE ACCEPTANCE
SERVE: THE CORPORATION TRUST, INC.
2405 YORK ROAD SUITE 201
LUTHERVILLE TIMONIUM, MD 21093

Serve by:
 Certified
 Mail
 Private
 Process
 Constable
 Sheriff

4.
SEE ATTACHED COMPLAINT
FOR ADDITIONAL DEFENDANTS

Serve by:
 Certified
 Mail
 Private
 Process
 Constable
 Sheriff

RECEIVED

AUG 15 2022

XG

(See Continuation Sheet)

I am interested in trying to resolve this dispute through mediation/ADR.
(You will be contacted about ADR services after the defendant is served.)

The plaintiff claims \$ 30,000 , plus interest of \$,
interest at the legal rate contractual rate calculated at %,
from _____ to _____ (_____ days x \$ _____ per day)
and attorney's fees of \$, plus court costs.

- Return of the property valued at \$ and damages of
\$ for its detention in an action of replevin.
- Return of the property, or its value, \$ and damages
of \$ for its detention in action of detinue.
- Other: _____ and demands judgment for relief.

Attorney Number

Printed Name: Joe Johnson

Address: Post Office Box 441572

Fort Washington, MD 20749

Telephone Number:

Fax:

E-mail:

Verified through DOD at:
<http://scra.dmdc.osd.mil/>

MILITARY SERVICE AFFIDAVIT

Defendant(s) _____ is/are in the military service.

No defendant is in the military service. The facts supporting this statement are: the Defendants are private corporations and/or business entities and are not subject to military service.

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in this Affidavit are true and correct to the best of my knowledge, information, and belief.

August 12, 2022

Date

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

The attached documents contain sufficient detail as to liability and damage to notify the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

Properly authenticated copy of any note, security agreement upon which claim is based Itemized statement of account Interest worksheet Vouchers Check Other written document _____ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the plaintiff _____ of the plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document are true.

August 15, 2022

Date

NOTICE TO DEFENDANT**Before Trial**

This complaint contains the details of the claim against you and the relief that the plaintiff (the person or company suing you) seeks. The plaintiff has the burden to provide evidence to prove their case at trial. If the plaintiff has completed the affidavit portion of the complaint form, the evidence should be attached to the complaint.

You may hire your own attorney. If you're not able to hire an attorney, you can get legal help from an attorney through a Maryland Court Help Center. Court locations are open Monday to Friday from 8:30 a.m. to 4:30 p.m. Help is available by phone at 410-260-1392 or by live chat Monday through Friday from 8:30 a.m. to 8:00 p.m. For Help Center locations, visit: mdcourts.gov/helpcenter.

The clerk of the court is not permitted to give you legal advice. If you have any questions, you should consult the Maryland Court Help Center or your own attorney.

If you wish to contest (fight) the claim, you must file the Notice of Intention to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date all evidence you want the court to consider. If you don't bring your evidence to the hearing, the judge can't consider it.

If you do nothing, you could lose even though you did not appear in court. A judgment could be entered against you with consequences that may include a lien on your property, garnishment of your wages, and freezing your bank account.

You may request a remote hearing. At the remote hearing you would not appear in person, but rather by computer, tablet, or other appropriate electronic device. For more information about remote hearings, visit mdcourts.gov/district/remotehearings or contact the court (mdcourts.gov/district/directories/courtmap). If you do not attend the hearing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)**IF YOU DISAGREE WITH THE COURT'S RULING, you may:**

1. Ask the court for a new trial by filing a Motion for a New Trial within **10 days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
2. Ask the court to change the judgment by filing a Motion to Alter or Amend the Judgment within **10 days** after the entry of judgment.
3. Ask the court to change or undo the judgment by filing a Motion to Revise or Vacate the Judgment within **30 days** after the entry of judgment.
4. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees - DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, was \$5,000 or less, you will have a new trial in the circuit court. If the amount of the claim, was more than \$5,000, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure - DCA-027BR).

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Judgment Debtor Information Sheet:** You may receive form CC-DC-CV-114 from the plaintiff requesting information about your income and debts. If you complete the form accurately and return it to the creditor as indicated, you will not have to answer interrogatories or appear for an oral examination for at least a year from the date of judgment.
2. **Interrogatories:** These are written questions. You must answer these written questions about your income and assets in writing under penalties of perjury.
3. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
4. **Writ of Execution:** This document requires the sale or seizure of any of your possessions. Some of your property or possessions may be protected from the writ. These exemptions are explained in detail on the reverse side of the Writ of Execution - form DC-CV-040. The court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
5. **Garnishment of Property:** The court may issue a writ freezing your bank account or holding your assets until further court proceedings.
6. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: mdcourts.gov/district/public_brochures or mdcourts.gov/legalhelp/moneyissues

NOTICE TO PLAINTIFF**REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:**

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: mdcourts.gov/reference/scra.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

DISTRICT COURT OF MARYLAND FOR PRINCE GEORGE'S COUNTY

JOE JOHNSON)
POST OFFICE BOX 441572)
FORT WASHINGTON, MD 20749)
)
Plaintiff,)
Vs.) Civil Action No.
)
AMERICREDIT FINANCIAL SERVICES)
SERVE: CSC-LAWYERS INC. SVC. CO.)
7 SAINT PAUL STREET SUITE 820)
BALTIMORE, MD 21202)
)
And)
)
FLAGSHIP CREDIT ACCEPTANCE, LLC)
SERVE: CSC-LAWYERS INC. SVC. CO.)
7 SAINT PAUL STREET SUITE 820)
BALTIMORE, MD 21202)
)
And)
)
NORTH STATE ACCEPTANCE)
SERVE: THE CORPORATION TRUST, INC.)
2405 YORK ROAD SUITE 201)
LUTHERVILLE TIMONIUM, MD 21093)
)
And)
)
GLOBAL LENDING SERVICES, LLC)
SERVE: COGENCY GLOBAL INC.)
1519 YORK ROAD)
LUTHERVILLE, MD 21093)
)
And)
)
WESTLAKE SERVICES, LLC)
SERVE: CORP.CREATIONS NETWORK INC.)
2 WISCONSIN CIRCLE SUITE 700)
CHEVY CHASE, MD 20815)
)
And)
)
WELLS FARGO BANK, NA)
SERVE: CSC-LAWYERS INC. SVC. CO.)
7 SAINT PAUL STREET SUITE 820)
BALTIMORE, MD 21202)
)
Defendants.)

ORIGINAL COMPLAINT AND JURY DEMAND

COMES NOW, the Plaintiff, Joe Johnson, and for his complaint against the Defendants, Plaintiff alleges and states the following:

JURISDICTION

1. This Court has jurisdiction over the matters alleged herein as the acts and omissions given rise to this Complaint occurred in Prince George's County, Maryland.

PARTIES

2. Plaintiff is an individual who was at all relevant times residing in Fort Washington, Maryland.

3. On information and belief, and at all times relevant, the Defendants are a "person," as defined by section 14-1201(j) of the Md. Code Ann., Com. Law.

4. Plaintiff is a "consumer," as defined by section 14-1201(c) of the Md. Code Ann., Com. Law.

FACTUAL ALLEGATIONS

5. At all times relevant, at no time on or prior to March 15, 2022, did the Plaintiff have a credit account or loan or any other business transaction of any kind with any of the Defendants, and at no time on or prior to March 15, 2022, did the Plaintiff ever apply to the Defendants for the purposes of obtaining any credit, insurance, or employment.

6. At all times further relevant, at no time on or prior to March 15, 2022, did the Defendants have any past or present delinquent account of the Plaintiff for which was assigned to them for lawful collection, and the Defendants had no reason to believe that Plaintiff owed a debt.

7. At all times further relevant herein, at no time on or prior to March 15, 2022, did Plaintiff ever give his consent, verbally, in writing, or otherwise, for any of the named Defendants, or any other entity acting purporting to act on the Defendants' behalf, to access his credit file(s), history or personal and/or financial information, or any other information contained within his credit file(s) for any purpose whatsoever.

8. On March 21, 2022, plaintiff obtained his credit reports and discovered that on March 15, 2022, and despite being cognizant of the facts delineated above, Defendants knowingly, willfully and intentionally accessed the Plaintiff's credit file(s) and information from Equifax, TransUnion and/or Experian impermissibly and through the use of false pretenses and/or trickery, without the Plaintiff's consent or knowledge, and without any legitimate business reason to do so. Further, the Defendants never informed the Plaintiff of this illegal and impermissible access.

9. By letter dated June 20, 2022, Plaintiff notified the Defendants that they had performed an unauthorized hard inquiry credit pull of his credit report and requested that the Defendants remove the unauthorized credit inquiries in that he never authorized the Defendants, or anyone else, to access his credit reports for any purpose.

10. Despite his request, Defendants could not provide the Plaintiff with any reason or permissible purpose for having accessed and/or obtaining his credit file(s), or otherwise provide any proof that it was authorized by the Plaintiff to obtain his credit reports, and refused to remove the unauthorized hard inquiries from the credit reports.

COUNT I
(Violation of the Maryland Consumer Credit Reporting Agencies Act)

11. At all times relevant, Equifax, TransUnion and Experian are each a "consumer reporting agency" as defined by Md. Code Ann., Com. Law §14-1201(e)(1).

12. At all times relevant, Plaintiff's credit file(s) and the information described above are "consumer report(s)," as defined by §14-1201(d)(1) and (g) of the Md. Code Ann., Com. Law.

13. The aforementioned conduct of the Defendants is in violation of §14-1215 of the Md. Code Ann., Com. Law in that the Defendants knowingly and willfully obtained the Plaintiff's credit report under false pretenses and/or trickery and otherwise, without a permissible purpose.

14. At no time prior to the institution of this action, did the Defendants make any adjustments or otherwise take any action necessary to correct the noncompliance after having received written notice of the failure and/or violation from the Plaintiff.

15. On multiple occasions since the time the Defendants impermissibly obtained the Plaintiff's credit file(s), plaintiff's personal information contained in his credit file has been disseminated and misused to fraudulently obtain credit in his name.

16. As a result of the Defendants' conduct as described above, Plaintiff has suffered actual damages in the form of a lower FICO credit score, financial and dignitary harm arising from injury to his credit rating reputation, and an invasion of his privacy, including, but not limited to, the theft and misuse of his personal information. Furthermore, Plaintiff will continue to suffer the same harm for an indefinite time in the future, all to the Plaintiff's detriment and loss.

17. As a result of the Defendants' conduct as described above, Defendants are liable to Plaintiff for all statutory, actual, and punitive damages, along with attorneys' fees and litigation costs, as well as such other relief permitted by law.

COUNT II
(Invasion of Privacy by Intrusion upon Seclusion)

18. Plaintiff repeats each and every factual allegation contained in the preceding paragraphs of this Complaint as it set forth at length herein.

19. Defendants, their representatives, employees and/or agents intentionally intruded, physically or otherwise, upon the Plaintiff's solitude and seclusion by obtaining the Plaintiff's credit reports and financial information under false pretense, without a permissible purpose and without the Plaintiff's knowledge or consent.

20. Defendants, their representatives, employees and/or agents intentionally caused harm to the Plaintiff's emotional well-being by obtaining Plaintiff's credit reports and financial information under false pretense, without a permissible purpose, and without the Plaintiff's knowledge or consent which would be very offensive to a reasonable person in that position.

21. Plaintiff had a reasonable expectation of privacy in his solitude, seclusion and/or private concerns and financial affairs, and has been harmed as a result of the invasion of privacy by the Defendants, including, emotional distress, loss of sleep, loss of enjoyment of life, humiliation, embarrassment and the theft and misuse of his personal information.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendants in an amount to be determined at trial, as and for compensatory damages plus;

a. Actual and punitive damages, cost, and reasonable attorney's fees for willful failure to comply with the Maryland Consumer Credit Reporting Agencies Act pursuant to §14-1213(a) of the Md. Code Ann., Com. Law;

b. Actual damages, costs, and reasonable attorney's fees for negligent failure to comply with the Maryland Consumer Credit Reporting Agencies Act pursuant to §14-1213(b) of the Md. Code Ann., Com. Law; and

c. Such other and further relief as the Court may be necessary, just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on each and every issue in this action, except for any issues relating to the amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail on any of his claims in this action.

Respectfully submitted,

Dated: August 12, 2022

Joe Johnson
Joe Johnson
Post Office Box 441572
Fort Washington, MD 20749